

4-857

# AGREEMENT

UPON

## SALARIES AND TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

THE BLACK HORSE PIKE  
REGIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION

AND

THE BLACK HORSE PIKE  
EDUCATION ASSOCIATION

JULY 1, 1991

TO

JUNE 30, 1993



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AGREEMENT BETWEEN  
  
THE BLACK HORSE PIKE  
REGIONAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
  
AND  
  
THE BLACK HORSE PIKE  
EDUCATION ASSOCIATION

JULY 1, 1991 TO JUNE 30, 1993

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PREAMBLE

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District, hereinafter called the "Board," and the Black Horse Pike Education Association, hereinafter called the "Association."

WHEREAS, the Board and Association have an obligation pursuant to N.J.S.A. 34:13A-1, et seq., as amended and revised, to enter into collective bargaining with respect to terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

IN CONSIDERATION of mutual covenants, the parties hereby agree as follows:

ARTICLE I: RECOGNITION

The Board recognizes the Association is supported by a majority of teachers and athletic trainers in the bargaining unit consisting of all certificated personnel but excluding the superintendent, assistant superintendent, directors, board secretary/business administrator, principals, vice principals, assistants to the principal, data manager, and all supervisory personnel.

**A. SUBSTITUTE TEACHERS**

Substitute teachers who sign an "Exclusive Substitute Teaching Agreement" with the Board, are considered to be members of the teacher's bargaining unit; however, none of the terms and conditions found in this Agreement shall apply to substitute teachers, except as provided in this sub-section.

1. Terms and conditions of employment for substitute teachers shall be as set forth in Board Policy GCE and the "Exclusive Substitute Agreement" reached between the substitute teacher and the Board.

## ARTICLE I - RECOGNITION (Continued)

2. In addition to Board Policy GCE and the "Exclusive Substitute Teaching Agreement," the following terms and conditions shall apply to employment of substitute teachers who sign the "Exclusive Substitute Teaching Agreement":
  - a. Upon serving 20 continuous school days for the same absent teacher:
    - (1) a substitute who holds standard or substandard New Jersey certification shall receive a per diem salary equal to 1/200th of the base salary to which the substitute teacher would be otherwise entitled if employed as a regular teacher, based upon educational background and teaching experience.
    - (2) A substitute teacher who does not hold and is not entitled to a certificate other than the County Substitute Teacher's Certificate shall receive a per diem salary equal to 1/200th of the first step on the current Non-degree Teacher's Salary Guide shown as "Class A" on Schedule B of this Agreement.
  - b. The additional entitlement in all instances shall be retroactive to the first day in the extended assignment for the same absent teacher.
  - c. Absence of the substitute teacher due to personal illness or personal emergency shall not be considered a break in "continuous service," provided that said substitute shall work at least 20 of any 23 day work period.
  - d. When the Board is informed or has reason to anticipate that a regular teacher's absence will extend to 100 school days or more, the certificated full-time substitute teacher finally assigned to that absent teacher's classes also shall be entitled to the benefits described in this Agreement for the period actually served in that assignment. The additional entitlement shall end upon return of the regular teacher, even if the return is earlier than expected. If the return occurs in fewer than 100 days, the substitute teacher shall return to the appropriate per diem rate, according to the provisions of Board Policy GCE.

## B. DEFINITION OF A TEACHER

Whenever the term teacher is used in this Agreement, it shall mean a member of the defined bargaining unit, unless otherwise defined in a given article or section.

## **ARTICLE II: NEGOTIATIONS**

### **A. BARGAINING PLEDGE**

In an effort to secure mutually acceptable agreements, the Board and the Association pledge to bargain in good faith on terms and conditions of employment.

### **B. EXCHANGING PROPOSALS**

Proposals for a successor agreement will be exchanged between the Board and the Association on or before December 1. Negotiations will commence on or before December 11. The parties may make counter-proposals during the course of negotiations. The proposal exchange dates and the negotiations starting date may be changed upon mutual agreement of the parties. Clarification and explanation of proposals will occur at bargaining sessions.

### **C. ASSOCIATION DATA COLLECTION**

Upon reasonable request by the Association, the Board agrees to make known to the Association where and when the Association may inspect and photocopy such documents as the Board is required by law to make available to the public. It is understood by the parties that the budget annually adopted by the Board of Education, the Board Minutes, and any document required to be filed in report form with the Department of Education or any agency of the State of New Jersey, shall fall within the definition of public records for the purpose of this Agreement.

### **D. AUTHORITY OF THE TEAMS**

The parties in the course of negotiations shall select their own representatives. The parties mutually pledge that their representatives shall be clothed with the appropriate power and authority to make proposals, consider proposals, reach tentative agreement, and do all that is necessary and proper for bona fide negotiations provided, however; that it is understood that no action binding the Board can be taken other than at a public meeting pursuant to a formal vote and that no action binding the Association can be taken other than by ratification by the membership.

### **E. NOTIFICATION OF EXISTING WORK RULES**

In accordance with the requirements of N.J.S.A. 34:13A-1. et seq., as amended and revised, any changes or modifications in existing rules governing working conditions shall be negotiated with the Association before they are established.

### **F. SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **G. AGREEMENT MODIFICATION**

The Agreement shall not be modified in whole or in part by the parties except by written instrument duly executed by both parties.

## **H. RIGHTS OF THE PARTIES**

It is understood by both parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board and the Association are forbidden to waive any rights or powers granted to them by law.

# **ARTICLE III: LIAISON COMMITTEES**

## **A. BUILDING LEVEL ADVISORY COMMITTEE**

1. During the school year, there shall be a Building Level Advisory Committee in each school building. The committee may meet periodically with the principal upon 15 calendar days' notice, or earlier by mutual agreement, in order to discuss matters relative to current practices and problems of that school and, if sufficiently important, to refer a matter to the Superintendent's Liaison Committee or Board/Association Liaison Committee for further consideration.
2. Each Building Level Advisory Committee shall consist of six members; three to be selected by the Association, two resource persons to be selected by the principal, and the principal. Each group shall be permitted to bring in additional District personnel as needed to address specific items which appear on the agenda.

## **B. SUPERINTENDENT'S LIAISON COMMITTEE**

The Association shall select a committee of four members which shall meet periodically by mutual agreement during the school year with the superintendent and others designated by the superintendent to discuss and review matters of interest and concern to the Association and the superintendent.

## **C. BOARD / ASSOCIATION LIAISON COMMITTEE**

1. The Association shall select a committee of six members which may meet periodically during the school year with a committee of the Board and the superintendent to discuss matters of interest and concern to the parties. At their discretion, each party may bring additional persons to liaison meetings; however, no more than ten persons shall be present for either party at any one time.
2. Meetings may be requested by the Association or the Board. The meeting dates, times, and sites shall be by mutual agreement.

## BOARD / ASSOCIATION LIAISON COMMITTEE (Continued)

3. An agenda shall be established prior to the meeting and communicated to participants at least 24 hours in advance. The agenda shall be decided by consultation between the superintendent and Association designee. Other items may be discussed by mutual agreement of those in attendance at a particular meeting.
4. Matters which could be discussed and treated at the Building or Superintendent level may not come to the Board/Association Liaison until the respective Building or Superintendent Level Committees have discussed them.

## ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

### **A. ASSOCIATION BUSINESS**

During a teacher's lunch period, that teacher may engage in Association business or meetings. A teacher shall not engage in Association business during teaching hours as defined under Article XVII, nor shall Association meetings be conducted on school premises without authorization by the appropriate administrator. Association business shall not be defined as "incidental social contact."

### **B. SCHOOL BULLETIN BOARDS**

Posters or announcements pertinent to Association affairs may be posted on school bulletin boards with prior approval of the building administrator.

### **C. ASSOCIATION BULLETIN BOARDS**

In each school building the Association shall have the use of a bulletin board in the faculty workroom and the faculty dining room. Such boards shall not be used by individuals. An individual must secure Association approval for all postings.

### **D. COMMUNICATIONS WITH MEMBERSHIP**

The Association may use teacher mailboxes and interschool mail to communicate with its membership except that State statutes and Board policies prohibiting distribution of campaign materials related to National, State, Municipal, County and School Board elections must be strictly followed.

### **E. REIMBURSEMENT FOR SUPPLIES**

The Association agrees to reimburse the Board for the actual cost of school district supplies used for Association business.

## **F. LEAVE FOR THE ASSOCIATION PRESIDENT**

Upon prior written request, following the timelines and procedures outlined in Article IX of this Agreement, the Board shall grant temporary leave with pay to the Association president and/or teachers called as witnesses or subpoenaed to testify at adjudicative proceedings involving the Board and the Association.

The president of the Association shall be released from his duty assignment; such release shall be the eighth period of the school day. In addition, the president of the Association shall not teach more than 25 periods per week.

## **G. EXCLUSIVE REPRESENTATIVE**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers as defined in the unit, and to no other organization.

## **H. AGENCY SHOP PROVISIONS**

### **1. Representation Fee**

If a teacher does not become a member of the Association during any membership year, that teacher will be required to pay a representation fee to the Association for that membership year.

### **2. Indemnification of the Board.**

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability including, but not limited to, counsel fees, legal costs and expenses, damages awarded, and judgments rendered that may arise out of, or by reason of, action taken by the Board in conformance with this provision.

## **ARTICLE V: GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

1. A grievance shall mean a complaint by the Association that there has occurred to any teacher, or group or class of teachers in the unit, a violation of the Agreement; or that such teacher, group or class of teachers has been treated unfairly or inequitably by reason of any act or condition which is contrary to written Board Policy, or written administrative decision which may be amended from time to time, except that the term grievance shall not apply to any matter in which: (a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education and State Board of Education having the force and effect of law, (b) the Board is without authority to act, (c) a complaint of a nontenured teacher which arises by reason of not being reemployed, or (d) a complaint by any certificated personnel occasioned by lack of appointment to, or lack of retention in, any position for which tenure is either not possible or not required.

## ARTICLE V: GRIEVANCE PROCEDURE DEFINITIONS (Continued)

2. A grievance that affects a group or class of teachers in all high school buildings shall be filed simultaneously at Level II with the building principals.
3. Nothing herein contained shall be construed to limit the right of any teacher to discuss a matter informally with an immediate supervisor and have the grievance adjusted without intervention of the Association, provided that adjustment is not inconsistent with the terms of this Agreement and that the Association, at the request of the aggrieved party, is given the opportunity to be present at the discussions and to state the Association's views.

### B. PROCEDURE

1. To be considered under this procedure, a grievance must be initiated by the Association within 20 school days of its alleged occurrence or from the time when the teacher or teachers involved could reasonably have known of its occurrence. Grievances shall be processed with all due speed.
2. In the event a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by June 30th of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved, the time limits set forth herein may, by mutual agreement between the Board and Association, be reduced so that the grievance procedure may be exhausted prior to the end of the school year as defined above or as soon thereafter as is practicable.

### C. LEVEL ONE: INITIAL GRIEVANCE

Except as provided in Section A-2 above, a teacher with a grievance shall first discuss it with an immediate superior in an attempt to resolve the matter informally at that level. If this informal discussion does not resolve the matter within two school days, the Association may present a complaint in writing, within five school days to the immediate superior, and this complaint shall make known full details of the grievance. The complaint shall specify:

1. the nature and date of the alleged occurrence in reasonable detail;
2. the nature and extent of any injury, loss or inconvenience;
3. the results of the previous informal discussions;
4. the dissatisfaction with decisions previously rendered;
5. expected relief or corrective action or alternatives; and
6. a citation of the specific sections and provisions of this Agreement, Board Policy, or administrative decision alleged to have been violated, misapplied, or misinterpreted wherever possible and applicable. After initial filing, additional discovery may be presented by the Board and/or Association at any level.

## ARTICLE V: GRIEVANCE PROCEDURE LEVEL ONE (Continued)

The immediate superior shall communicate a decision to the Association in writing within five school days of receipt of the written grievance.

### **D. LEVEL TWO: APPEAL TO THE PRINCIPAL**

In the event the grievance is not satisfactorily resolved in the preceding step, the Association may appeal the decision to the building principal within five school days. The grievance appeal shall state the reason(s) the supervisor's response is not satisfactory. Informal discussion may be convened at the principal's level at the discretion of the principal. The building principal shall render a written decision within five school days after receiving the complaint.

### **E. LEVEL THREE: APPEAL TO THE SUPERINTENDENT**

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five school days after presentation of the grievance at Level Two, the Association may file the grievance with the superintendent of schools, in writing, within seven school days of the date of the receipt of the principal's decision or within twelve school days of presentation of the grievance at Level Two. The grievance appeal shall state the reason(s) for dissatisfaction with the principal's response.

The superintendent shall meet with the Association and the teacher or teachers involved within eight school days of such a request. The superintendent and the Association may involve those parties in any meeting deemed needed for the settlement of the grievance. The superintendent shall submit a written decision to the Association within six school days of the meeting or fourteen school days of the request.

### **F. LEVEL FOUR: APPEAL TO THE BOARD**

If the Association is not satisfied with the decision of the superintendent, a written appeal may be submitted directly to the Board of Education within seven school days after receiving the superintendent's written response. The Association shall submit to the Board Secretary, a request in writing, that the Board hear the matter. The request shall state the reasons the superintendent's response was not satisfactory. The Board President shall determine the site of the meeting and whether to schedule the appeal for an executive session at the next regular Meeting or at an executive session of a special meeting, either of such meetings to be no later than three weeks after the date of the receipt of the written request. Prior notice of such meeting shall be given to the Association so that it may participate. The Board shall render a written decision within one month from the date of the receipt of the written request.

## G. APPEAL BEYOND THE BOARD OF EDUCATION

1. It is understood by the parties to this Agreement that some matters have been declared nonarbitrable by the New Jersey Supreme Court and that such matters may be grieved under this grievance procedure only to the level of the Board of Education. If the Association wishes third party resolution in such matters, they may seek redress in the Courts or before the Commissioner of Education. Grievances concerning matters related to terms and conditions of employment which are embodied in New Jersey Statutes and are mandatory now and may become mandatory and/or permissives in the future shall be submitted to binding arbitration.
2. If the Association is dissatisfied with the decision of the Board of Education, it may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two weeks after the written decision of the Board of Education is delivered to the Association. Such a request can be honored only if the Association waives the right, if any, in writing, to submit the grievance to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's decision.
3. The matter thereafter shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The arbitrator shall be limited to consideration of the issues submitted and shall consider nothing else. The arbitrator cannot add anything to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decisions of the arbitrator shall be binding upon both parties. If the arbitrator finds for the Association, the Board will meet within ten days to act upon the arbitrator's findings.
5. Costs
  - a. Each party shall bear the total cost which it incurs.
  - b. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.
  - c. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board will pay the cost of the substitute for not more than one teacher per day. Such a teacher shall suffer no loss in salary.

## H. GENERAL PROVISIONS

1. All time limits must be adhered to unless a change is mutually agreeable to all parties. If such time limits are not adhered to by the Board or administration, the Association may initiate action to the next step in the procedure. If the Association fails to adhere to such time limits, the grievance shall be considered withdrawn.
2. Grievances must be in writing and must identify the teacher(s) involved.

## ARTICLE V: GRIEVANCE PROCEDURE GENERAL PROVISIONS (Continued)

3. Unless physically impossible, the teacher(s) involved must be present at all stages of the grievance procedure which requires attendance. It is understood that all meetings shall be mutually agreed upon unless such meetings are held during the normal work day.
4. In matters where discrimination due to race, color, creed, sex, national origin, ancestry, age, or physical handicap is involved, they shall be treated by this grievance procedure up to the Board Level. The District's affirmative action officer shall sit in on all informal sessions and shall attempt to conciliate the matter. If said grievance is not resolved at the Board Level, the Association reserves the right to petition the Commissioner of Education, the State and/or Federal Courts, and/or the appropriate State or Federal agency.
5. To assist the person who will hear the grievance at the next level, all appeals should state the grievant's reason(s) for dissatisfaction with the response offered at the level being appealed.

## ARTICLE VI: DURATION

### **A. AGREEMENT DURATION**

This Agreement shall be effective from July 1, 1991, to June 30, 1993.

### **B. BARGAINING LIMITATION**

For the life of this Agreement both the Association and the Board waive the right and agree that neither shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

## ARTICLE VII: INSURANCE COVERAGE

### **A. HEALTH BENEFITS PROGRAM**

The Board shall provide family health care insurance protection for each teacher in the bargaining unit. Such insurance shall be continuation in the New Jersey State Health Benefits Program or an equivalent plan agreed to by the Association and the Board. Teachers shall pay the difference between the premium cost of the traditional State Health Benefits Program and the premium cost of a health maintenance organization plan whether or not part of the State Health Benefits Program. The parties shall be bound by the rules and regulations of the New Jersey State Health Benefits Program and other statutes, codes, and regulations governing health care insurance for public employees.

## **B. NON-PARTICIPATING TEACHERS**

In the event that a teacher chooses not to participate in or be enrolled in the health care insurance plan provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation.

## **C. DESCRIPTION OF COVERAGE**

The Board agrees to request that the insurance carrier provide each teacher with a description of the health care insurance coverage provided under this article.

## **D. DENTAL INSURANCE**

The Board shall provide a family dental insurance program carried by the New Jersey Dental Service Plan or another carrier agreed to by the Association and the Board, which will cover 100 percent of diagnostic and preventative dental services, 100 percent of remaining basic dental services, and 50 percent of prosthodontic services, up to a maximum of \$1,000 per year for these services for each eligible patient, when such services are performed by member dentists whose fees are based upon "usual, customary, and reasonable fees" concept. Orthodontic coverage on a 50/50 co-pay basis up to a maximum of \$800 per case will be included. The \$800 minimum is separate and apart from the \$1,000 maximum for preventative, basic and prosthodontic services.

In the second year of this Agreement, starting July 1, 1992, the dental coverage shall increase to provide an orthodontic maximum of \$1,250.00, an increase of the maximum for preventative, basic and prosthodontic from \$1,000.00 per year to \$1,500.00 per year, and an increase in the prophylaxis benefit from two to four per year.

All present and future teachers will become eligible for this benefit on the first day of the month following two months of continuous full-time employment with a minimum of 20 hours per week. Eligibility, enrollment and governing administrative policies shall be as negotiated with the carrier and as regulated by the State Health Benefits Commission, pursuant to Chapter 12, P.L. 1975 and subsequently enacted controlling legislation.

## **E. PRESCRIPTION INSURANCE**

The Board shall provide a \$3.00 co-pay family prescription insurance plan as offered by Blue Cross of New Jersey or another carrier agreed to by the Association and the Board. Conditions and provisions set forth by Blue Cross of New Jersey shall apply to the extent consistent with Chapter 12, P.L. 1975 and subsequent controlling legislation.

## **F. EXTENSION OF BENEFITS**

The Board will continue to pay medical insurance premiums for coverage described in this Agreement for up to one year for teachers who are temporarily medically disabled for an extended period of time and are unable to report to work. The medical disability must be described briefly in writing by a physician and the physician must certify the disability precludes the employee's return to work. Disputes concerning the nature and scope of such disabilities shall be resolved by the process described in Article X, Section D-3c of this Agreement. At the Board's discretion, the coverage may be extended for up to one additional year.

## **ARTICLE VIII: SICK LEAVE**

### **A. ENTITLEMENT AND NOTIFICATION**

Commencing on September first of each school year, ten-month teachers employed in the District shall be entitled to 10 sick leave days for each school year as of the first day of school. Commencing on July first of each school year, twelve-month teachers shall be entitled to 12 sick leave days for each school year. Teachers who join the staff after the beginning of the school year shall be entitled to one sick leave day for each month or remaining portion thereof remaining in that school year. Unused sick leave shall accumulate from year to year with no maximum limit.

If a teacher is absent four consecutive school days, a doctor's certificate concerning the illness shall be presented to the superintendent. The teacher shall notify the principal, or the principal's representative of anticipated absence due to illness as early as possible, but not later than one hour before school opens on the day of the absence. When possible, notification should be made prior to 10:30 p.m. the evening preceding the absence. Such notification also is required the day prior to taking any approved leave pursuant to Article IX. Daily call-in shall not be required in a case of extended illness.

A ten-month teacher who fails to comply with notification procedures for anticipated absence shall suffer a loss of wages equal to 1/200th of the teacher's annual salary for each day notification is not provided. A full-year staff member shall suffer a loss equal to 1/220th of the teacher's annual salary for each day notification is not provided.

### **B. PREVIOUSLY EMPLOYED TEACHERS**

Upon reemployment a teacher previously employed by the Board shall be credited with all unused sick leave accumulated during the teacher's previous period of employment, except as provided in Section C of this article.

## C. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Upon death or simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers' Pension and Annuity Fund, a teacher or designated beneficiary shall receive a lump sum payment equal to .002 multiplied times the teacher's annual salary (excluding cocurricular and other bonuses) in effect on the date of retirement, for each day of unused accumulated sick leave up to a maximum of 130 days, provided:

1. the teacher has been employed continuously by the Board including periods of approved leave of absence for a period of 15 complete years or more, and
2. the teacher has notified the Board of an intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergent circumstances a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board.

Exceptions to the period of employment and notification timelines described above will be granted only in cases of unforeseen disability retirement from the teaching profession as confirmed by the Teachers' Pension and Annuity Fund.

Teachers who accept payment described in this section shall be eligible for reinstatement of unused accumulated sick leave as provided in Section B of this article less the 130 days for which they have received compensation in accordance with this section should they leave retirement to be re-employed by the District.

## D. PERFECT ATTENDANCE AWARD

For the duration of this Agreement, at the end of each school year, starting with the end of the 1991-1992 year, the Board shall pay a stipend of \$200.00 to each teacher who has a perfect attendance record for that entire school year. Perfect attendance shall be defined as not missing any assigned classes or duties except for matters of approved school business and for bereavement leave resulting from the death of a member of the employee's family, as defined in Article IX, Section A-3. Exceptions also will be permitted for members of the Jewish faith who must be absent from their assignments on Rosh Hashana and/or Yom Kippur.

## ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

### A. TYPES

All requests for leaves of absence must be submitted through the Office of the Principal to the superintendent for approval. Applications for leave shall be made on the form attached hereto as Schedule A, entitled "Application for Personal or Temporary Leave," which shall be submitted at least five school days in advance of the leave date(s). As of the beginning of each school year, teachers shall be entitled to the following leaves of absence with full pay each school year:

## ARTICLE IX: LEAVES OF ABSENCE TYPES (Continued)

### 1. Personal Leave

Employees shall be entitled up to two days for personal leave. Application for personal leave shall be made five school days before taking such leave, except in emergencies. The applicant shall certify, as required by the form, that the reason for leave is an urgent personal matter which cannot be reasonably met during nonschool hours. In all instances where an additional explanation is required pursuant to this article, a determination to grant the request shall be at the discretion of the administration and subject finally to the grievance procedure found in Article V of this Agreement.

Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date (not including Saturday or Sunday) or an extended recess period. In emergency circumstances the superintendent may exercise discretion to waive this restriction provided a written explanation for the need for leave accompanies the request and provided the superintendent finds the reason to fall within the intended use for personal leave.

Unused personal leave shall be accumulated as sick leave each year except in the case of nontenured teachers. The benefit of this accumulation shall not be effective until the teacher attains tenure.

Requests to use personal leave for religious holidays will be granted in excess of five per day if a minimum of 30 days notice is given and if "religious holiday" is the stated reason. Personal leave may be granted for religious observances only when the commitment can be met only during school hours.

### 2. Professional Leave

Teachers shall be allowed up to two days for the purpose of visiting other schools or for attending meetings, clinics, or conferences of an educational nature, if requested to do so or if they have received the approval of the principal or superintendent of both schools involved.

### 3. Bereavement Leave

Teachers may be granted up to three days at any one time in the event of the death of a teacher's parent, spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or surrogate parent which could include a grandparent who actually raised the teacher. Teachers also shall be granted up to one day in the event of the death of a grandparent, grandchild, or a teacher's relative outside the immediate family as defined above. Where additional absence due to family death is required because of the emotional disability of the teacher, such absence may be charged to accumulated and authorized sick leave, upon request of the teacher. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal

leave, in accordance with Section A-1 of this article.

## ARTICLE IX: LEAVES OF ABSENCE TYPES (Continued)

### 4. Other Temporary Leaves

Other leaves of absence with pay may be granted by the Board at its discretion.

### 5. Effect of Temporary Leave Upon Sick Time

Leaves taken pursuant to this article shall be in addition to any sick leave to which the teacher is entitled, except for emotional disability leave as described in Section A-3 of this article.

## B. DEATH OF A TEACHER OR PUPIL

In the event of the death of a teacher or pupil in this District, using discretion, the superintendent shall determine the extent of representation on behalf of the District to attend services. Teachers who wish to attend services may utilize personal leave in accordance with the rules governing use of personal leave described in Section A-3 of this article.

## ARTICLE X: EXTENDED LEAVES OF ABSENCE

### A. ASSOCIATION BUSINESS

The Board agrees that up to one tenured teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to two years for the purpose of engaging in the activities of the Association or its affiliates, provided a minimum of 60 days' notice has been given to the Board. Additional time may be granted by the Board at its discretion, provided 90 days' notice has been given.

### B. PUBLIC SERVICE, EDUCATION, AND OVERSEAS LEAVE

A leave of absence without pay of up to one year shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in any such program, or accepts a Fullbright Scholarship.

### C. MILITARY LEAVE

Military leave without pay for the period of induction or initial enlistment shall be granted to any teacher who is inducted or who enlists in any branch of the Armed Forces of the United States. Extensions of military leave may be granted by the Board at its discretion.

Time necessary for persons called into temporary active duty or any unit of the U.S. Reserves or State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this Agreement, the determination of what constitutes "temporary active duty" shall be made by the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. A teacher absent because of temporary active military duty shall be paid a salary differential in

accordance with the requirements of N.J.S.A. 38:23-1 or N.J.S.A. 38A: 4-4.

#### D. MATERNITY DISABILITY AND CHILD-REARING LEAVE

Child-rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

1. Any teacher seeking a leave of absence for reasons associated with disability due to pregnancy or for child-rearing leave during the first two years of the child's life shall file a written request for such leave with the superintendent at least 90 days in advance of the first day of the anticipated disability or child-rearing leave. The written request shall include:
  - a. a physician's certification of pregnancy and the estimated delivery date,
  - b. the date on which the teacher intends to return,
  - c. a request for medical disability leave which specifies the anticipated beginning and ending date (It is understood that medical disability is not always predictable and that a change in the beginning or ending date for disability leave may be necessary. The Board will honor changes when supported by the attending physician's written recommendation.),
  - d. a notice of intent to use accumulated sick leave (It is understood that a teacher cannot know how many sick leave days will remain available to her 90 days in advance; therefore, final written notice of how many days will be taken for medical disability leave due to pregnancy need not be submitted until the week the teacher's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the teacher may indicate that she wishes to use all which is remaining to her upon her departure. Requests for use of accumulated sick leave which extend beyond 30 calendar days before and/or after the anticipated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment.), and
  - e. a request for child-rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where a teacher has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and should include a beginning date for unpaid leave.
2. The Board shall honor leave dates so requested if they will not substantially interfere with the effective administration of the educational program to which the teacher was assigned, subject to the following conditions:
  - a. As a condition of the teacher's return to service, the Board may require production of a certificate from a physician certifying

that the teacher is medically able to resume her duties.

ARTICLE X: EXTENDED LEAVES OF ABSENCE (Continued)

- b. In no event shall nontenured teachers have such leaves of absence extended beyond the end of the contract year in which leave is requested to commence.
  - c. In no event shall such leaves for tenured teachers extend beyond a period of four semesters from the date on which said leave is to commence.
  - d. The Board may grant sick leave for dates other than those requested upon finding that the grant of leave for the dates requested would substantially interfere with the administration of the school. In general, maternity disability/child-rearing leaves shall commence and end at the beginning of a semester.
  - e. The Board will honor sick leave requests which meet the requirements and criteria established in Section 1 herein, so long as the delivery occurs within the time specified in the teacher's request for use of sick leave. If delivery occurs prior to the initially requested disability period, the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a 30 calendar day period following delivery.
  - f. The Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this article when date estimates are incorrect because of circumstances beyond the pregnant teacher's control.
  - g. When the teacher's absence due to disability leave does not extend 30 days before and after delivery and the teacher has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under Section A of Article VIII (SICK LEAVE) of this Agreement
3. The Board reserves the right to remove any pregnant teacher from her position or to insist that the teacher accept a leave of absence therefrom, in accordance with the provisions of Section D of this article, if after her pregnancy is confirmed, her teaching performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue teaching. Such physical capacity shall be deemed so impaired if any of the following occur:
- a. the pregnant teacher, after written request from the superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties,
  - b. the pregnant teacher's physician and a physician designated by the Board agree that she is not medically able to continue to

perform her duties, or

#### ARTICLE X: EXTENDED LEAVES OF ABSENCE (Continued)

- c. if, after a difference of medical opinion by the teacher's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, certifies that, in his/her opinion, the teacher is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared by the Board and the teacher involved.
4. In the case of termination of pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the teacher's physician of her physical fitness to teach, and if the Board has not contractually obligated itself to a replacement teacher, or if another position exists for which the teacher is certificated and qualified to take. If the returning teacher's position is occupied by a nontenured replacement, the replacement teacher may be given a 60 day termination notice to make room for the returning teacher if the returning teacher so requests.

During the 60 day period the Board agrees to utilize the services of the returning teacher as a substitute teacher at the substitute teaching pay rates. If the substitute or replacement teacher leaves earlier than 60 days, the returning teacher will be assigned to the position immediately upon departure of the substitute teacher. The processes for restoration of medical benefits shall be initiated by the Board upon notification from the returning teacher that she wishes to return to her position because of an unanticipated termination of pregnancy.

5. After the grant of leave to any teacher pursuant to the provisions of Section D of this article, the Board will give reasonable consideration to a request from the teacher for either the extension or reduction of the period of leave so granted, provided the teacher requesting the same makes written application to the superintendent at least 60 days before the date such extension or reduction will become effective, and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the teacher is or will be able to resume her duties on the date such resumption is requested and provided the date of return falls at the beginning of a semester and provided a vacancy exists for which the teacher is certificated and qualified to fill.

#### **E. FAMILY ILLNESS LEAVE**

A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of a teacher's immediate family. Additional leave may be granted at the discretion of the Board.

## **F. PUBLIC OFFICE LEAVE**

The Board shall grant a leaves of absence without pay to any teacher to serve in an elected or appointed office for the term to which the teacher was elected or appointed, re-elected, or re-appointed.

## **G. SABBATICAL LEAVE**

1. A sabbatical leave shall be granted by the Board to a teacher for study, including study in another area of specialization; for travel or for other reasons of value to the school system.
2. Sabbatical leave shall be granted subject to the following conditions:

### **a. Percentage of Teachers**

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one per 100 or majority fraction thereof at any one time.

### **b. Requests**

Requests for sabbatical leave must be received by the superintendent in writing, in such form as may be mutually agreed upon by the Association and the superintendent, no later than March 1 and action must be taken on all such requests no later than May 1, of the school year preceding the school year for which the sabbatical leave is requested.

### **c. Minimum Time to Qualify**

The teacher has completed at least seven full years of service in the Black Horse Pike Regional School District.

### **d. Pay**

Sabbatical leave shall be without pay.

### **e. Return**

Upon return from a sabbatical leave, a teacher shall be given credit for any horizontal movement on the salary guide.

## **H. TEACHER ILLNESS OR DISABILITY LEAVE**

A leaves of absence without pay for up to two years may be granted to a teacher who has become disabled or ill, as confirmed by medical certification. Provisions found in Section D of this article shall apply in such matters.

## **I. OTHER LEAVES**

Other leaves of absence without pay may be granted by the Board at its

discretion.

#### J. INCREMENT CREDIT UPON RETURN FROM LEAVE

1. Upon return from a leave granted pursuant to Sections A, B, C, or G of this article, teachers shall be considered as if they were actively employed by the Board during leave and shall be placed on the salary schedule at the level they would have achieved if they had not been absent, provided; however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, H, or I of this article, nor shall this time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which teachers were entitled at the time a leave of absence commenced, including unused accumulated sick leave, shall be restored upon return, and they shall be assigned to the same positions, if vacant, which they held at the time said leave commenced.

#### K. EXTENSION OF LEAVE

All extensions or renewals of leave shall be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the superintendent at least 60 days before the anticipated beginning date of such extensions or renewals.

### ARTICLE XI: TUITION REIMBURSEMENT

The Board shall reimburse staff members for graduate credits and approved undergraduate credits earned during the course of a given school year under the following conditions:

#### A. AVAILABLE FUNDS

Eligible staff members shall be reimbursed only for actual costs of tuition, not to exceed \$500.00 per staff member per school year. Under no circumstances shall the Board incur for tuition reimbursement in any one year, more than a total cost equal to the first step on the Doctor's Salary Guide shown on the B Schedules of this Agreement. In the event this amount is not sufficient to cover all teacher requests, it shall be prorated among eligible staff members on the basis of tuition costs spent (up to \$500.00 per applicant) related to the total fund. Any funds remaining from the total, after the initial reimbursement, shall be used to reimburse staff members for any additional actual tuition costs. Reimbursements shall be prorated among eligible staff members on the basis of the balance of tuition costs related to the balance of the total fund. Reimbursement during a given school year to an individual teacher shall have no bearing of future reimbursement to that teacher. In no instance shall a teacher be reimbursed for more than 12 credits per school

year.

## B. APPLICATIONS

Applications shall be filed beginning July 1 of the school year involved but none shall be considered which are filed after January 20 of a given school year.

1. The request shall indicate the type of graduate course the teacher intends to take, the anticipated tuition cost, and the name of the college or university whose graduate credits are acceptable to the New Jersey State Board of Examiners for certification purposes.
2. The superintendent shall, within 20 school days after the deadline for submission of requests, publish a list of those requesting reimbursement. The list shall indicate those persons eligible for reimbursement under standards established in this article.

## C. QUALIFYING COURSES

### 1. Graduate Courses

Staff members taking courses "in their discipline" is defined to mean in the teacher's subject area, education courses, or a course which is required in a program considered to be in the teacher's subject area, shall be eligible for tuition reimbursement in accordance with the standards contained in this article without prior approval of the superintendent.

A course taken outside of a teacher's subject area, or which is not an education course or which is a course not required in a program which is considered to be in the teacher's subject area, shall be defined as a "course taken outside of discipline" and shall not be subject to tuition reimbursement unless the superintendent shall have indicated prior approval of said course for tuition reimbursement purposes. The superintendent shall respond to a request for approval within ten school days of its receipt.

### 2. Undergraduate Courses

A teacher who wishes consideration for reimbursement for an undergraduate course must seek prior approval of the superintendent in the manner described in Section C-1 of this article.

## D. GRADE REQUIREMENT

In no event shall a teacher receive reimbursement unless the teacher receives a grade of "B" or higher, or its equivalent, or "passing" in a pass/fail course. The grade must be verified by an official transcript or by a letter of explanation from the college or university involved which explains when the transcript will be available. This must be received by the superintendent within 90 days of course completion. If a teacher takes courses over more than one semester, the official transcript need not be sent until after the completion of the last course for that fiscal year. Copies of the unofficial transcript will be accepted after completion of courses during earlier semesters in order to permit initial payment.

## **E. OTHER REQUIREMENTS**

Subject to the conditions described in this article and subject to receipt of official college transcripts, verification of courses as graduate credit, verification of actual tuition costs, verification of available funds and substantiation that the college or university offers graduate credits acceptable to the New Jersey State Board of Examiners for certification purposes, and upon receipt of a signed voucher required by statute, tuition shall be reimbursable to teachers within 15 days after the Board meeting which follows the fulfillment of these conditions.

## **F. REIMBURSEMENT FOR WORKSHOPS AND SEMINARS**

The Board agrees to budget an amount each year equal to .5 times the first step on the current bachelor's salary guide shown as Schedule B attached hereto, to be divided among the various departments on the basis of the number of teachers included.

By filing their requests through the department supervisor to the principal, teachers may seek approval for use of these funds for reimbursement of registration and travel costs to attend workshops, clinics, seminars, conferences, and other meeting events which are related to their specific assignment within the District. The standard form to request professional leave may be used. Approval to expend up to the amount requested will be included in the response to the leave request. Requests will be considered on a first-come, first-served basis. Requests may be filed well in advance of the requested date as a way to reserve funds. Reimbursement will occur after the fact, upon submission of the required receipts and signed voucher. If requests are filed in sufficient time, the Business Office will forward checks for registration fees in advance to the sponsoring institution or group.

# **ARTICLE XII: SALARY AND COMPENSATION**

## **A. SALARY GUIDE**

Salaries of teachers covered by this Agreement shall correspond with those set forth in Schedule B-1 and B-2 attached hereto.

## **B. COCURRICULAR BONUSES**

Bonuses for cocurricular activities shall be paid as set forth in Schedule D attached hereto.

## **C. DEFINITIONS**

Definitions of classes on the salary guides, definition of terms regarding salaries, military service credit, and experience credit shall be as set forth

**D. GUIDANCE COUNSELORS**

**D. GUIDANCE COUNSELORS**

Compensation for guidance counselors working in excess of the teacher work year shall be paid at a per diem rate of their annual salary for days worked. The per diem rate shall be 1/200th of the individual's salary.

**E. INITIAL SALARY**

Whenever a teacher shall accept office, position, or employment as a teacher, the initial placement on the salary guide shall be at a point agreed by the teacher and the Board.

## E. SERVICE INCREMENT

To encourage continuity in service, to attain stability of staff, and to give recognition to those whose interest in the community is attested by extended employment; an additional increment of \$150.00 shall be given upon the completion of three years of continuous service. Similar increments of \$150.00 shall be given after the sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first, and twenty-fourth years of continuous service in the District.

#### G. SUMMER PAYMENT PLAN

Teachers may elect independently to have a portion of their salary withheld and deposited to their credit in the South Jersey Federal Credit Union, and/or deposited for tax-deferred annuities, upon executing appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in N.J.S.A. 18A: 29-3.

## H. MILEAGE REIMBURSEMENT

Mileage reimbursement for travel approved in advance by the Office of Superintendent shall be at 20 cents per mile. This amount may be adjusted upward by the Board at its discretion.

## I. COMPENSATION FOR OTHER PROGRAMS

Compensation for all positions covered under this article shall be at a percentage of the first step on the bachelor's salary guide attached hereto as Schedule B as shown below:

- |  |                |
|--|----------------|
| 1. Summer school . . . . .               | .0008 per hour |
| 2. Home instruction . . . . .            | .0008 per hour |
| 3. Work study supervision . . . . .      | .0008 per hour |
| 4. Speech therapy . . . . .              | .0008 per hour |
| 5. Evening school . . . . .              | .0008 per hour |
| 6. Pre/Post school supervision . . . . . | .0007 per hour |
| 7. Outside use of facilities . . . . .   | .0007 per hour |

The fees shown in this section may be adjusted upward by the Board at its

discretion.

## J. CHANGE IN COMPENSATION

If rates higher than those initially posted are necessary to fill an opening, a reposting for one calendar week at the higher rate will be made to provide opportunity for teachers employed in the District to submit applications.

# ARTICLE XIII: TEACHER EMPLOYMENT

## A. TEACHER ASSIGNMENTS

All teachers will be given tentative written notice of their subject assignments for the following year no later than May 30th. Such assignments shall be subject to change if circumstances warrant.

## B. ANTICIPATED POSITIONS

The superintendent shall deliver to the Association by May 15th, a tentative list of positions expected to be available for the following school year. The list may be changed after the date, if circumstances warrant. Teachers who desire to apply for such openings may file a letter of application with the superintendent within ten calendar days of the posting. In formulating assignments, the Board agrees that consideration shall be given to the expressed desires of the teachers; however, nothing contained herein shall prohibit the administration from the exercise of its discretion in good faith in making teacher assignments.

## C. TEACHER TRANSFER

Notice of involuntary reassignment shall be given to teachers affected as soon as practical.

An involuntary transfer or reassignment shall be made only after a meeting between the teacher and the principal, at which time the teacher shall be notified of the reason therefor. In the event the teacher objects to the transfer or reassignment at the time of the meeting, and upon the request of the teacher, the superintendent shall meet with the teacher. The teacher may, at the teacher's option, have an Association representative at such a meeting. The determination to transfer or reassign shall not be subject to the grievance procedure.

## D. POSTING VACANCIES

A notice of employment vacancies shall be posted in each school as far in advance as practical, ordinarily at least 15 days before the final date applications must be submitted and in no event less than five days before such date. By mutual agreement the five day minimum shall be waived. Five copies of said notice shall be given to the Association at the time of posting.

## ARTICLE XIV: PROMOTIONS

### A. ADVANCE NOTICE

The Board agrees that there shall be as much advance notice as possible which, except in emergencies, shall be at least 15 days notice to the Association and its members of the availability of promotional positions. For the purpose of this Agreement, promotional positions shall include positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.

### B. APPLICATIONS

Teachers who desire to apply for such promotional positions shall submit an application in writing to the superintendent within the time limits specified in the notice. Applications shall be kept on file in the superintendent's office for continued consideration for future vacancies until the Office is notified in writing by the applicant that the application is withdrawn.

### C. SELECTION

Without limiting the Board's or administration's discretion in the final determination, the Board agrees to consider teachers presently employed in filling the aforesaid promotional positions.

## ARTICLE XV: OTHER PROGRAMS

### A. PUBLICIZING POSITIONS

All staff employment opportunities in school year and summer programs shall be publicized by the superintendent in accordance with the procedure set forth in Article XIV of this Agreement.

### B. SELECTION CRITERIA

Demonstrated ability to meet the position's qualifications shall be necessary for initial employment to such positions. Satisfactory performance in an assignment is a requirement for reassignment in ensuing years. Satisfactory performance shall be defined as the absence of written notice to the contrary.

In filling Summer school positions, preference shall be given first to teachers who have taught the subject area and/or grade level involved on a regular basis at any time during the preceding two years. When the subject experience factor seems to be identical, the assignment shall be made first on the basis of length of service to the District Summer School and second to the length of service to the District. The Board shall not be obligated to consider appointment to summer school assignments teachers who have been absent without reasonable cause from a prior summer school assignment. In all instances teachers, except where previous poor performance has been documented or a lack of qualifications exists, employed in the District shall have priority to such assignments over applicants from outside the District.

## ARTICLE XVI: SCHOOL CALENDAR

### **A. ASSOCIATION INPUT**

Before adoption of the school calendar, the Board will consider the suggestions of the Association concerning vacations and holidays. The Board reserves the right to make the final decision with respect to the school calendar. Association suggestions should be submitted to the superintendent by February 1 of the prior school year.

### **B. WORK YEAR**

The Board hereby agrees that the teacher work year shall be limited to:

1. all days when pupils are in attendance;
2. two days for attendance at the New Jersey Education Association Convention;
3. four additional days for orientation, closing and in-service training; and
4. an in-service day for teachers new to the District which may be scheduled on or after September 1 of each school year.

### **C. MAXIMUM NUMBER OF DAYS**

For the term of the Agreement, the total number of days will not exceed 186 for teachers with prior experience in the District.

## ARTICLE XVII: TEACHING HOURS AND TEACHING LOAD

### **A. TEACHING HOURS**

1. The arrival and departure times for all teachers shall be designated; however, their total in-school work day shall consist of not more than seven hours and 30 minutes, except as otherwise herein provided. Said work day shall include a duty-free lunch period equal in length to one full class period. On Fridays or on days preceding holidays or vacations, the teacher's day shall end when the buses have departed.
2. Building-based teachers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending building faculty or other professional meetings an average of two days each month. Such meeting shall begin no later than 15 minutes after the student dismissal time and shall run for no more than 45 minutes. In cases of emergencies involving the health

and safety of students or teachers, additional time may be needed.

#### ARTICLE XVII: TEACHING HOURS (Continued)

3. Teachers are to sign in the time of arrival to school and sign out the time when they leave for the day. In the event of an early departure, permission must be secured in advance from the principal. An "Early Departure" form must be completed prior to the teacher leaving the building.
4. Except in emergencies, meetings which take place after the regular in-school work day and which require attendance, shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
5. Room assignments should be given to the department supervisor for teacher input so that classroom changes can be minimized.
6. All teachers involved in cocurricular, paid activities, athletics, and/or nonathletics, shall be responsible for supervising these pupils after school hours until their departures from school via the activity or athletic bus.

#### B. TEACHING LOAD

1. The teaching load for teachers shall be 30 periods per week consisting of teaching and/or nonteaching assignments. This is not to be interpreted to mean that six teaching periods per day is considered normal. The Board affirms present policy in that generally teaching loads assigned to teachers shall not exceed 25 teaching periods per week except as set forth in paragraph #2 below.
2. While the Board reserves the right to make such adjustments in teaching assignments as may be educationally desired, it will, consistent with the foregoing, endeavor to limit to 25 percent of the staff the number of teachers assigned to teach six periods.
  - a. When possible and practical, no more than 25 percent of the teaching staff in any department is to be required to teach six periods.
  - b. When possible and practical, any six-period assignment shall be made first on a voluntary basis, and failing that, on a rotating basis for one year.
  - c. None of the existing teaching personnel shall have their employment terminated by reason of the six-period assignment.
  - d. It must be the firm policy of the Board, both for itself and all future Boards, not to expand the six period teaching assignment

beyond one-third of the staff.

## ARTICLE XVII; TEACHING LOAD (Continued)

3. Teachers may be required to attend no more than three evening assignments or meetings each year related to the student activity program. Of those assignments or meetings, one shall be without compensation and all others shall be compensated at the rate of \$25.00 per assignment or meeting. School activities such as PTA, Back to School Night, 7th/8th Grade Orientation, and graduation shall not be considered as one of the assignments and shall not be compensated. The Board understands that teacher attendance at the 7th/8th grade orientation is voluntary. Advisors, teachers, and coaches who must attend events related to compensated cocurricular assignments shall not be compensated beyond the activity stipend. A teacher who substitutes for another teacher shall not be compensated for attending a student activity function if the first teacher would not have been compensated under provisions of this section.
4. Those teachers assuming a sixth period shall be responsible for a maximum of 30 assigned periods and may be assigned a homeroom, but will be required to assume no other instructional or supervisory duties. Teachers with a sixth period class shall assume a homeroom last, where possible.
5. The Board recognizes that wherever possible, multiple preparations should be limited. Whenever possible efforts will be made to limit this number to two subject areas or two levels of the same subject. In some instances; however, more than two preparations will be required by problems in homogeneous scheduling, teacher certification, class size, total pupil assignment, and the number of different courses offered in particular disciplines. A preparation constitutes any course for which a course of study and proficiency requirements have been written.
6. The Board agrees that the maximum number of pupils to be assigned to any teacher, regardless of the number of instructional periods assigned shall be 150 per week. Additional pupils up to 10 percent may be assigned to individual teachers where required by circumstances, it being understood that the 150 limit shall be as firm as possible. Teachers assigned mixed academic/nonacademic loads in English and Mathematics will receive total pupil instructional loads not in excess of 156 per day. In addition, the maximum work load per week in Physical Education and Music shall be 195.
7. Work schedules shall provide a daily preparation period for each teacher. Said preparation period shall be utilized only for professional preparation and growth. During this period, the teachers will not be assigned any duties unless an emergency arises which affects the safety, health, and welfare of pupils and/or staff. Existence of an emergency is to be determined by the superintendent or principal.
8. It is the intention of the Board not to require teachers to teach continuously for more than four periods (two periods where double periods are involved). It is recognized that this goal may not be achieved in all cases. Where it is not possible to limit continuous teaching periods, a teacher may be requested to teach additional continuous teaching periods. Such requests shall not be unreasonable.

refused.

## ARTICLE XVII: TEACHING LOAD (Continued)

9. Teachers shall have a daily duty-free lunch period and may leave the building during such period without requesting permission, provided they sign-out and sign-in again through the General Office.
10. It is the policy of the Board to avoid assigning a teacher to substitute teaching assignments during the teacher's preparation period. Where circumstances do not permit the obtaining of a substitute teacher, full-time teachers may be assigned additional classes during their preparation periods. Such assignments shall be made to qualified volunteers selected by the administration. Payment shall be made for such services as hereinafter provided. When requested to teach during a preparation period, a teacher shall be paid an amount equal to:
  - a. in the case of assignments to a homeroom period, 10 percent of the substituting teacher's own daily salary rate, and
  - b. in the case of assignments to a class or supervisory period, 15 percent of the substituting teacher's own daily rate.

The daily rate shall be equal to 1/200th of the annual salary of a ten-month teacher and 1/220th of the annual salary of a full-year teacher.

The amounts so paid shall be deducted from the salary of the absent teacher where:

- a. the absent teacher leaves school for any reason after the start of the school day,
- b. the teacher absent for sick leave or temporary leave of absence fails to give the notice required by this Agreement, and/or
- c. the teacher is absent ten minutes before any assigned period.

The deduction shall be limited to the absent teacher's salary or appropriate portion thereof.

If an absence of a teacher is required by the school administration or a school program, the teacher absent from class shall not suffer any deduction. An absent teacher may, where sickness is the cause of the absence, elect to charge the time against accumulated sick leave, provided the required notice has been given under Article VIII. In the event of such an election, only full days or half days may be so charged. A teacher called upon to substitute during a preparation period may elect to waive payment under this article. If such a waiver is made, no deduction shall be made from the absent teacher.

11. Educators agree that class size is an important factor in the quality of education. The Board and the Association share this concern and both desire to reduce class size to the optimal educational size.

## ARTICLE XVIII: TEACHER RIGHTS

### **A. SCOPE**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the teacher may have under New Jersey Laws or other applicable laws and regulations.

### **B. DUE PROCESS**

Appropriate procedural due process of law shall be afforded teachers in disciplinary matters.

### **C. REPRESENTATION IN EMPLOYMENT MATTERS**

Whenever a teacher is required to appear before the Board or any committee of the Board concerning a matter which could adversely affect continuation of that teacher in their office, position, or employment or the salary or any increments pertaining thereto, said teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and/or represent the teacher.

### **D. CRITICISM**

Any question or criticism by a supervisor, administrator, or Board member of a teacher or of his/her instructional methodology shall be made in confidence, except in matters requiring public hearings or adjudication proceedings.

### **E. FACULTY MEETING AGENDA AND NOTICE**

The notice and the agenda for all general faculty meetings shall be given to the teachers at least two days prior to the meeting, except in the case of an emergency meeting. Teacher shall have the opportunity to suggest items for the agenda. Last minute agenda items may be added by the principal.

### **F. COCURRICULAR ASSIGNMENTS**

Teacher participation in cocurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary. Where no volunteers are available, the superintendent shall make assignments on a rotating basis.

If a teacher's employment in a cocurricular position will not be recommended for renewal for the following year, the teacher must be informed of that decision before the position can be posted.

## **G. REDUCTION IN FORCE**

If a reduction of force is being considered, the Board shall notify the Association not less than 60 days before the layoff is to occur and, upon request, shall discuss same with the Association.

## **H. COST OF INSTRUCTIONAL MATERIALS**

Teachers shall not be charged for material, supplies and duplicating services for preparation of instructional materials.

## **I. COIN-OPERATED TELEPHONES**

At Board expense, the Board shall provide and maintain a coin-operated telephone in one faculty room in each school.

# **ARTICLE XIX: TEACHER EVALUATIONS**

## **A. CERTIFICATION OF EVALUATORS**

Teachers shall be evaluated only by persons properly certified by the State to supervise instruction.

## **B. OPENNESS AND LENGTH OF CLASSROOM OBSERVATIONS**

All observations of the performance of teachers shall be conducted openly with full knowledge of the teacher involved. Observations made for the purpose of a written analysis of a teacher's work performance shall involve continuous observation in the classroom for a class period.

## **C. TEACHER REVIEW OF OBSERVATION REPORT**

A teacher shall be afforded the opportunity to review with the observer the contents of the observation report and he/she shall affix his/her signature to it. The report shall have imprinted upon it the following legend:

"The teacher's signature on this report shall indicate that it has been read by him/her, shall not signify agreement with the contents thereof, and the teacher shall have the right to append any comments to this report (original and two copies). The teacher shall receive a copy of this report."

## **D. DEROGATORY FILE MATERIAL**

No derogatory material will be placed in the teacher's file unless the teacher has been given the opportunity to read same and file an answer. The teacher shall sign the material to indicate the teacher has seen it but such signature shall not signify agreement with the contents thereof.

## **E. FILE INSPECTION**

Upon request, a teacher will be afforded the opportunity to inspect, with the exception of pre-employment information, his/her personnel file in the presence of the superintendent or a designee. After the initial copy, the teacher may have a copy of file materials available for inspection at his/her own expense. There shall be only one official file.

## **F. OUTSIDE COMPLAINTS**

If a complaint regarding a teacher is made by any outside person and such complaint necessitates a formal hearing, then the teacher involved shall have the right to be represented at the hearing.

# **ARTICLE XX: PROTECTION OF TEACHERS**

## **A. CIVIL ACTION**

Whenever any civil action has been brought, or shall be brought, against any teacher for any act or omission arising out of and in the course of the performance of duties of such teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom. This sub-paragraph shall apply to use of an automobile in the performance of a teacher's duties; however, the use of such automobile shall have been authorized in writing in advance by the superintendent.

## **B. CRIMINAL ACTION**

Should any criminal action be instituted against any teacher for any act or omission arising out of the performance of the duties of such teacher and such action is dismissed or results in a final disposition in favor of the teacher, the Board of Education shall reimburse that teacher for the cost of defending such action, including reasonable counsel fees and the expense of the original hearing or trial and all appeals.

## **C. WORKER'S COMPENSATION**

Whenever any teacher who is entitled to sick leave pursuant to this Agreement is absent from a post or duty as the result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay such teacher full salary or wages for the period of one calendar year without having such absence charged to the annual accumulated sick leave provided herein. Salary payments shall be made for absence during the waiting period and during the period the teacher received or was eligible to receive temporary disability benefit under Chapter 15 of Title 34 of the Revised statutes. Any amount of salary or wages paid or payable to the teacher pursuant to this section shall be reduced by the amount of Worker's Compensation award made for temporary disability.

#### **D. SUSPENSION OF A TEACHER**

In the event a teacher is suspended by the superintendent and the Board president from performing his/her duties for the Board, such suspension shall be with pay pending action by the Board.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective corporate officers and have affixed their seals hereto on this ninth day of May, 1991.

**ATTEST:**

**BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION**

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Raymond B. Heston  
Board Secretary/Business Administrator

Susan M. DiCicco, President

**BLACK HORSE PIKE EDUCATION ASSOCIATION**

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Donald H. Hutchinson, Vice President  
Chairperson, Negotiations Committee

Stanley J. Golas, President

## SCHEDULE A

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT  
580 Erial Road, Blackwood, New Jersey 08012

### APPLICATION FOR PERSONAL OR TEMPORARY LEAVE

TO; Dr. Gerald A. Killeen, Superintendent (via school principal)

The undersigned hereby applies for leave pursuant to the collective bargaining Agreement between the Board of Education and the Black Horse Pike Education Association for the following purpose:

Personal Leave No reason is required unless less than five days notice is provided or unless the requested day(s) fall (s) on a day immediately prior to or after a school closing day (excluding Saturday or Sunday) or an extended recess period.

Professional Day Please detail your plans for the day in the space below.

Bereavement Leave Please indicate relationship of deceased to employee \_\_\_\_\_

Other Reasons Please provide reason in space below.

DATE(S) REQUESTED \_\_\_\_\_ PERIODS TO BE COVERED \_\_\_\_\_

EXPLANATION: Please use reverse side of form if space below is inadequate. If reimbursement of expenses for professional leave is requested, please show an outline and estimate of these expenses below.

  

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I hereby certify this leave is requested for the purpose of fulfilling an urgent matter which cannot be met during non-school hours.

Date Submitted

Signature of Applicant

**PLEASE DO NOT WRITE IN THE SPACE BELOW - FOR OFFICE USE ONLY**

Expenses in accordance with Department plan \_\_\_\_\_

Approval recommended \_\_\_\_\_ Approval not recommended \_\_\_\_\_ (Reason over)

Coverage: Request external \_\_\_\_\_ Will arrange internal \_\_\_\_\_ Periods \_\_\_\_\_

Principal's signature

Date request was received

Approved [ ] Not Approved [ ] With Pay [ ] Without pay [ ]

Charge to \_\_\_\_\_

Signature of Superintendent

Date

SCHEDULE B - 1

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT  
580 Erial Road, Blackwood, New Jersey 08012

1991 - 1992 TEACHERS' SALARY GUIDE; EFFECTIVE JULY 1, 1991

Step On Guide	Years Of Exper.	Class A	Class B	Class B-15	Class B-30	Class M	Class M-15	Class M-30	Class D
A	(1)	27,962	28,262	28,502	28,742	29,342	29,822	30,302	31,262
B	(2)	28,324	28,624	28,864	29,104	29,704	30,184	30,664	31,624
C	(3)	28,710	29,010	29,250	29,490	30,090	30,570	31,050	32,010
D	(4)	29,076	29,376	29,616	29,856	30,456	30,936	31,416	32,376
E	(5)	29,542	29,842	30,082	30,322	30,922	31,402	31,882	32,842
F	(6)	30,044	30,344	30,584	30,824	31,424	31,904	32,384	33,344
G	(7-10)	30,638	30,938	31,178	31,418	32,018	32,498	32,978	33,938
H	(11)	31,303	31,603	31,843	32,083	32,683	33,163	33,643	34,603
I	(12)	32,013	32,313	32,553	32,793	33,393	33,873	34,353	35,313
J	(13)	32,800	33,100	33,340	33,580	34,180	34,660	35,140	36,100
K	(14)	33,642	33,942	34,182	34,422	35,022	35,502	35,982	36,942
L	(15)	34,598	34,898	35,138	35,378	35,978	36,458	36,938	37,898
M	(16)	35,619	35,919	36,159	36,399	36,999	37,479	37,959	38,919
N	(17)	36,763	37,063	37,303	37,543	38,143	38,623	39,103	40,063
O	(18)	38,037	38,337	38,577	38,817	39,417	39,897	40,377	41,337
P	(19)	39,768	40,068	40,308	40,548	41,148	41,628	42,108	43,068
Q	(20)	41,911	42,211	42,451	42,691	43,291	43,771	44,251	45,211
R	(20 +)		44,878	45,118	45,358	45,958	46,438	46,918	47,878

SCHEDULE B - 2

**BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT  
580 Erial Road, Blackwood, New Jersey 08012**

**1992 - 1993 TEACHERS' SALARY GUIDE; EFFECTIVE JULY 1, 1992**

Step On Guide	Years Of Exper.	Class A	Class B	Class B-15	Class B-30	Class M	Class M-15	Class M-30	Class D
A	(1)	29,941	30,241	30,498	30,755	31,397	31,910	32,424	33,451
B	(2)	30,327	30,627	30,884	31,141	31,783	32,296	32,810	33,837
C	(3)	30,741	31,041	31,298	31,555	32,197	32,710	33,224	34,251
D	(4)	31,132	31,432	31,689	31,946	32,588	33,101	33,615	34,642
E	(5)	31,631	31,931	32,188	32,445	33,087	33,600	34,114	35,141
F	(6)	32,168	32,468	32,725	32,982	33,624	34,137	34,651	35,678
G	(7)	32,804	33,104	33,361	33,618	34,260	34,773	35,287	36,314
H	(8-11)	33,515	33,815	34,072	34,329	34,971	35,484	35,998	37,025
I	(12)	34,275	34,575	34,832	35,089	35,731	36,244	36,758	37,785
J	(13)	35,117	35,417	35,674	35,931	36,573	37,086	37,600	38,627
K	(14)	36,018	36,318	36,575	36,832	37,474	37,987	38,501	39,528
L	(15)	37,041	37,341	37,598	37,855	38,497	39,010	39,524	40,551
M	(16)	38,133	38,433	38,690	38,947	39,589	40,102	40,616	41,643
N	(17)	39,357	39,657	39,914	40,171	40,813	41,326	41,840	42,867
O	(18)	40,721	41,021	41,278	41,535	42,177	42,690	43,204	44,231
P	(19)	42,573	42,873	43,130	43,387	44,029	44,542	45,056	46,083
Q	(20)	44,866	45,166	45,423	45,680	46,322	46,835	47,349	48,376
R	(20 +)		48,020	48,277	48,534	49,176	49,689	50,203	51,230

## SCHEDULE C

### DEFINITION OF CLASSES

- CLASS A Applies to a teacher who does not hold a Bachelor's Degree or equivalent.
- CLASS B Applies to a teacher who holds a Bachelor's Degree.
- CLASS B15 Applies to a teacher who holds a Bachelor's Degree plus 15 graduate credits.
- CLASS B30 Applies to a teacher who holds a Bachelor's Degree plus 30 graduate credits.
- CLASS M Applies to a teacher who holds a Master's Degree in the subject area for which employed.
- CLASS M15 Applies to a teacher who holds a Master's Degree plus 15 additional graduate credits.
- CLASS M30 Applies to a teacher who holds a Master's Degree plus 30 additional graduate credits.
- CLASS D Applies to a teacher who holds a Doctor's Degree in the area for which employed.

### DEFINITION OF TERMS

#### EMPLOYMENT INCREMENT

shall mean an annual increment granted to a teacher for one year of employment.

#### MASTER'S DEGREE OR ITS EQUIVALENT

shall mean a Master's Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes, or proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the Bachelor's Degree in any college or university whose graduate courses for the Master's Degree are acceptable to the State Board of Examiners for certification purposes.

#### DOCTORS' DEGREE

shall mean a Doctor's Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

#### YEAR OF EMPLOYMENT

shall mean employment by a teacher for one academic year in any publicly owned and operated school or other institution of learning in this State or territory of the United States.

#### SCHOOL YEAR

shall mean the period beginning September 1 of each year and ending June 30 of the following year.

## DEFINITION OF TERMS (Continued)

### FULL TIME

shall mean the number of days of employment in each week and the period of time in each day required by the State Board of Education under rules and regulations prescribed to qualify any person as a full time teacher.

### MILITARY SERVICE CREDIT

Every teacher who has served in active military service after July 1, 1940, shall receive credit for same. Maximum credit for military service shall be four years. Military service is further interpreted as follows:

1. A school year, September 1 to June 30, shall be considered as one full year.
2. Time outside of the academic school year must be based upon full calendar years to receive full credit.

Credit that is to apply must be substantiated by presentation of the Honorable Discharge and the Report of Separation from the Armed Forces of the United States. These must be recorded in the Office of Superintendent prior to September 1 of the initial employment year.

### EXPERIENCE CREDIT

Credit for other years of employment may be granted in determining initial salary upon employment.

### RULES GOVERNING GRANTING OF INCREMENTS

- A. To receive a full increment, a teacher must have given satisfactory service, in the opinion of the superintendent, subject to approval of the Board.
- B. To be eligible for a full increment, a teacher must have been a regularly employed teacher of the Board during the previous year for at least 100 school days.
- C. The Board reserves the right for inefficiency and other good cause to decrease or omit the increment of any teacher for any year.
- D. Upon failure of the Board to grant an increment to any teacher, such increment shall be deemed to have lapsed. At its discretion, upon recommendation of the superintendent, the Board may restore an increment previously withheld.
- E. If it is anticipated that graduate credits will be earned during the school year which will make the teacher eligible for a higher salary scale, indication of same must be presented in writing to the superintendent on or before November 1 of the preceding school year, in order to permit budgetary provision for such needs.

Evidence of satisfactory completion of such graduate credits must be submitted to the superintendent by official transcript. The deadline for submitting evidence of satisfactory completion of graduate credits shall be September 8.

SCHEDULE DCOCURRICULAR SALARY GUIDE

Except where noted, the rate below shall be multiplied by the salary designated as Step One of the Class B Salary Guide appearing as Schedule B of this Agreement, to arrive at the cocurricular stipend.

<b>COACHING, ATHLETICS</b>	<b>POSITION</b>	<b>RATE</b>
Fall Cheerleading	Head Coach Assistant Coach	0.05180 0.04810
Winter Cheerleading	Head Coach Assistant Coach	0.08550 0.08120
Cross-Country and Fall Tennis	Head Coach Assistant Coach	0.07060 0.04710
Football	Head Coach Assistant Coach	0.15970 0.10650
Hockey, Soccer, and Swimming	Head Coach Assistant Coach	0.10200 0.06800
Basketball and Wrestling	Head Coach Assistant Coach	0.15110 0.10070
Spring Tennis	Head Coach Assistant Coach	0.07910 0.05270
Softball and Baseball	Head Coach Assistant Coach	0.11050 0.07370
Golf	Head Coach Assistant Coach	0.07060 0.04710
Boys' and Girls' Track	Head Coach Assistant Coach	0.11400 0.07600
Winter Track	Head Coach	0.05350
<b>OTHER ATHLETICS</b>		<b>RATE</b>
Ticket Sellers and Ticket Takers per game		0.00150
Photographers and Timers per game		0.00150
Game supervision per game		0.00150
Nurse per game		0.00225
Nurse for Fall Sports Medicals per day		0.00550

**SCHEDULE D****OTHER ACTIVITIES**

ACTIVITY	RATE	ACTIVITY	RATE
Newspaper Supervisor	0.07500	CLUB ADVISORS	
Newspaper Business Advisor	0.02000	Future Physicians Club	0.02000
Publications Production Assistant	0.05000	Future Nurses Club	0.02000
Yearbook Literary Advisor	0.09080	Psychology Club	0.02000
Yearbook Business Advisor	0.07000	Chess Club	0.02000
Yearbook Assistant Literary	0.05500	Future Teachers Club	0.02000
School Public Information	0.05800	Auto Club	0.02000
District Public Information	0.08800	Computer Club	0.02000
Class Advisors	0.05540	Artisans Club	0.02000
Director of Musical	0.09000	Television Club	0.02000
Assistant Director; Musical	0.06000	Foreign Language Clubs	0.02000
Musical Assistants	0.04230	Photography Club Advisor	0.02000
Stage Crew Supervisor	0.08000	All other chartered and approved clubs which are not listed	0.02000
Coordinator of Dramatics	0.03000	Saturday Detention (per hour)	0.00080
One-Act Play Director	0.02550	Strength and Conditioning	
National Honor Society Advisor	0.02550	Summer	0.04047
Student Council Advisor	0.06380	Fall	0.07765
Assistant Student Council Advisor	0.02000	Winter	0.08368
Service Club Advisor	0.04590	Spring	0.06071
Choir Director	0.06000	Part Time Trainer	
Chorale Director	0.03000	Fall	0.10650
Marching Band Director	0.10000	Winter	0.10070
Asst Marching Band Director	0.06000	Spring	0.07600
Marching Band Assistants	0.04000	Full Time Trainer	0.14350
Summer Band Assistants	0.01600		
Jazz Band/Ensemble Director	0.03000		
School Activities Treasurer	0.06980		
Intranurals Director	0.07580		
A. F. S. Advisor	0.03500		
D. E. C. A. Advisor	0.03500		
F. B. L. A. Advisor	0.03500		
V. I. C. A. Advisor	0.03500		
H. O. S. A. Advisor	0.03500		
H. E. R. O. Advisor	0.03500		